

MG01

Particulars of a mortgage or charge



174942/106

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

X **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

FRIDAY



A31 "A1KCQ73N" #271
26/10/2012
COMPANIES HOUSE

1 Company details

Company number ✓ 0 5 8 7 9 1 8 3

Company name in full ✓ Sunrise Operations Southbourne Limited (**Company**)

3 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ✓ d1 d6 m1 m0 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description ✓ A debenture made between the Company, the other Chargors and the Uplift Participant (as defined
in section 5 below) (**Deed**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured ✓
All monies and liabilities on or after the date of the Deed due, owing
or incurred by the Company to the Uplift Participant under the Uplift
Documents (or any of them) in any manner and in any currency or
currencies and whether present or future, actual or contingent,
whether incurred solely or jointly with any other person and whether
as principal or surety, together with all interest accruing on such
monies and liabilities and all costs, charges and expenses incurred
by the Uplift Participant under any Uplift Document, except for any
obligation which, if it were included here, would constitute unlawful
financial assistance, or its equivalent in any other jurisdiction
(**Secured Obligations**)

Continued

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name ✓ Bank of Scotland plc (Uplift Participant)

Address 9th Floor, Princess House, 1 Suffolk Lane

London

Postcode E C 4 R 0 A X

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 Charging provisions

1.1 General

All Security created by the Company under clauses 3 2 to 3 5 of the Deed (reproduced as paragraphs 1 2 to 1 5 in this Form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Secured Asset, and
- (d) granted in favour of the Uplift Participant

Continued

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">4</div>	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this Form MG01 the following terms shall have the following meanings</p> <p>Intercreditor Deed means the intercreditor deed dated 16 October 2012 and made between, amongst others, the Company, the other Chargors and the Uplift Participant</p> <p>Party means a party to the Deed</p> <p>Profit Participation Deed means the profit participation deed dated 16 October 2012 and made between the Parties</p> <p>Uplift Document means each of the Deed, the Profit Participation Deed, each Uplift Security Document, the Intercreditor Deed and any other document designated as an Uplift Document by the Uplift Participant and the Obligors' Agent (as each such term as defined in the Profit Participation Deed)</p> <p>Uplift Security Documents means</p> <ul style="list-style-type: none"> (a) the Deed (b) the Security Interest Agreements (c) each Supplemental Legal Mortgage (d) each Debenture Accession Deed and (e) each other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Uplift Documents <p>(as each such term is defined in the Profit Participation Deed unless otherwise defined in the form MG01)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.2 First legal mortgages</p> <p>The Company charged by way of legal mortgage the Properties, and all Premises and Fixtures on each of the Properties</p> <p>1.3 Assignments</p> <p>(a) The Company assigned</p> <p>(i) the Relevant Agreements to which it is a party, and</p> <p>(ii) the Relevant Policies to which it is a party</p> <p>(b) The Company shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party</p> <p>(c) Notwithstanding the other terms of clause 3.3 of the Deed (reproduced as paragraph 1.3 in this Form MG01), prior to the occurrence of any Event of Default which is continuing, the Company may, subject to the other terms of the Uplift Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements</p> <p>1.4 First fixed charges</p> <p>The Company charged by way of fixed charge</p> <p>(a) all interests and estates in any freehold, leasehold or commonhold property at the date of the Deed or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2 of the Deed (reproduced as paragraph 1.2 in this Form MG01)) and, in each case, the Premises and Fixtures on each such property,</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>Continued</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<div data-bbox="399 448 1503 1299"> <ul style="list-style-type: none"> (e) the Subsidiary Shares together with all Related Rights, (f) the Investments together with all Related Rights, (g) all book and other debts due to the Company and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them), (h) all monies from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (each an Account), (i) all its Intellectual Property, (j) all its goodwill and uncalled capital, (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and (l) to the extent that any assignment in clause 3.3 of the Deed (reproduced as paragraph 1.3 in this Form MG01) is ineffective as an assignment, the assets referred to in that clause </div> <div data-bbox="319 1321 1503 1545"> <p>1.5 Floating charge</p> <p>The Company charged by way of floating charge all its assets and undertaking wherever located both present as at the date of this Deed and in the future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4 of the Deed (reproduced as paragraphs 1.2, 1.3 or 1.4 in this Form MG01)</p> </div> <div data-bbox="319 1568 1503 1881"> <p>1.6 Conversion of floating charge to a fixed charge</p> <p>The Uplift Participant may at any time by notice in writing to any Chargor convert the floating charge created under clause 3.5 of the Deed (reproduced as paragraph 1.5 in this Form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <ul style="list-style-type: none"> (a) an Event of Default is continuing, or </div> <div data-bbox="319 1904 1503 2080"> <p>Continued</p> </div>

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Particulars of a mortgage or charge

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Short particulars	<p>(b) in the reasonable opinion of the Uplift Participant that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>1.7 Automatic conversion of floating charge to a fixed charge</p> <p>If (unless permitted in writing by the Uplift Participant or expressly permitted under the terms of any Uplift Document)</p> <p>(a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets,</p> <p>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</p> <p>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Company,</p> <p>the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Deed (reproduced as paragraph 1 7(c) in this Form MG01), over all of the Floating Charge Assets</p> <p>2 Negative Pledge</p> <p>2 1 The Company agreed that it (and any other Chargor) will not create or permit to subsist any Security over any of its assets</p> <p>2 2 The Company agreed that it will not</p> <p>(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group,</p> <p>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p>(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>(d) enter into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>Continued</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 3 Clauses 5 1 and 5 2 of the Deed (reproduced as paragraphs 2 1 and 2 2 in this Form MG01) do not apply to any Security or arrangement which is Permitted Security

3. **Security power of attorney**

The Company by way of security, irrevocably and severally appointed the Uplift Participant, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Deed. The Company ratifies and confirms whatever any attorney does or purports to its appointment under clause 12 of the Deed or set out in paragraph 3 of this form MG01

In this Form MG01 the following terms shall have the meanings

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notification or registration

Chargor means each company listed in schedule 1 (The Chargors) of the Deed (reproduced as schedule 1 (Chargors) in this Form MG01)

Event of Default means any failure by any Chargor to

- (a) pay on the due date any amount payable pursuant to an Uplift Document at the place and in the currency in which it is expressed to be paid
- (b) comply with any Material Provision
- (c) comply with any provision of any Uplift Document (other than those referred to in paragraph (a) and (b) above) unless such failure is capable of remedy and is remedied within 15 Business Days of the earlier of
 - (i) the Uplift Participant giving notice to the Parent or the Company and
 - (ii) the Parent or the Company becoming aware of the failure to comply

(as each such term is defined in the Deed unless otherwise defined in this form MG01)

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions

Continued

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Short particulars	<p>(b) acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent)</p> <p>(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument</p> <p>(d) any Finance Leases</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)</p> <p>(f) (for the purposes of clause 25 5 (Cross default) only) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account)</p> <p>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme</p> <p>(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before 31 March 2017 or are otherwise classified as borrowings under the Accounting Principles</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply</p> <p>(j) any amount raised under any other transaction (including any forward sale or purchase sale and sale back or sale and leaseback agreement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and</p> <p>(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) (but, for the purposes of clause 22 (Financial covenants), without double counting)</p> <p>Continued</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on or at any time after the date of the Deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 (Floating charge) of the Deed (reproduced as paragraph 1 5 in this Form MG01)

Group means Dawn Holdco (as defined in the Profit Participation Deed) and its Subsidiaries from time to time and Group Company means any of them

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may at the date of the Deed or in the future subsist), and in each case whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of each member of the Group (which may at the date of the Deed or in the future subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Company or by a trustee or clearance system or nominee

Permitted Security means any security permitted under the Profit Participation Deed

Premises means any building on a Secured Property

Properties means the properties listed in schedule 2 (Properties) of the Deed (reproduced as schedule 2 (Properties) in this Form MG01)

Receiver means any receiver, manager or administrative receiver appointed by the Uplift Participant in respect of any Chargor or any of the Secured Assets

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Short particulars	<p>Related Rights means, in respect of any Investment or Subsidiary Share</p> <ul style="list-style-type: none"> (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise) (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and (c) all rights derived from or incidental to that Investment or Subsidiary Share <p>Relevant Agreement means</p> <ul style="list-style-type: none"> (a) each Management Agreement (b) each Hedging Agreement (c) each Lease Agreement (d) each contract in respect of any disposal of any Secured Assets and (e) each other agreement designated as a Relevant Agreement by the Uplift Participant and the Company in writing <p>Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies (as defined in the Deed)</p> <p>Security has the meaning given to such term in the Restated Facility Agreement</p> <p>Secured Assets means, in respect of the Company, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Uplift Participant</p> <p>Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Deed</p> <p>Subsidiary Shares means, in respect of the Company, all shares present and future held by it in its Subsidiaries incorporated in England and Wales (including those listed in schedule 3 (Subsidiary Shares) of the Deed (reproduced as schedule 3 (Subsidiary Shares) in this Form MG01)</p> <p>Continued</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1 Chargors

Name	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
Dawn Holdco Limited	Jersey	97688
Dawn Opco Limited	England	6300259
Sunrise of Bassett Limited	Jersey	87652
Sunrise of Edgbaston Limited	Jersey	86849
Sunrise of Esher Limited	Jersey	88389
Sunrise of Fleet Limited	Jersey	85528
Sunrise of Guildford Limited	Jersey	86222
Sunrise of Westbourne Limited	Jersey	86223
Sunrise of Bramhall II Limited	Jersey	94503
Sunrise of Cardiff Limited	Jersey	85527
Sunrise of Chorleywood Limited	Jersey	89802
Sunrise of Eastbourne Limited	Jersey	92224
Sunrise of Mobberley Limited	Jersey	88116
Sunrise of Solihull Limited	Jersey	89556
Sunrise of Southbourne Limited	Jersey	92067
Sunrise of Tettenhall Limited	Jersey	86940
Sunrise of Weybridge Limited	Jersey	86559
Sunrise Operations Bassett Limited	England	05293860
Sunrise Operations Edgbaston Limited	England	05210822
Sunrise Operations Esher Limited	England	05300871
Sunrise Operations Fleet Limited	England	05210816
Sunrise Operations Guildford Limited	England	05222846
Sunrise Operations Westbourne Limited	England	05210945
Sunrise Operations Bramhall II Limited	England	06135748
Sunrise Operations Cardiff Limited	England	05550888
Sunrise Operations Chorleywood Limited	England	05551189
Sunrise Operations Eastbourne Limited	England	05897077
Sunrise Operations Mobberley Limited	England	05401819
Sunrise Operations Solihull Limited	England	05550889
Sunrise Operations Southbourne Limited	England	05879183
Sunrise Operations Tettenhall Limited	England	05663739
Sunrise Operations Weybridge Limited	England	05855066

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div><div><div>Schedule 2</div><div>Properties</div><div>Registered Land</div><div>Intentionally left blank</div></div><div><div>Schedule 3</div><div>Subsidiary Shares</div><div>Intentionally left blank</div></div></div>	

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Addressan Goldard LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name SLS/312162-349

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country

DX 47 London

Telephone 020 7606 8855



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5879183
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 OCTOBER
2012 AND CREATED BY SUNRISE OPERATIONS SOUTHBOURNE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC
(UPLIFT PARTICIPANT) ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 26 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2012

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**